



Skater's Name \_\_\_\_\_

Card No. \_\_\_\_\_

Skater's Age \_\_\_\_\_ D.O.B. \_\_\_\_\_

## **OPERATOR ASSUMPTION, WAIVER AND RELEASE**

### **Lawnwood Skate Park, 2100 Virginia Avenue, Fort Pierce, FL**

IN CONSIDERATION of receiving permission from the St. Lucie County Board of County Commissioners, St. Lucie County, Florida, (hereinafter called County) to enter upon the premises known as the Lawnwood Skate Park, the receipt of such permission being hereby acknowledged, and in the further consideration of receiving permission to participate and utilize said skate park facilities, the receipt of such permission being also acknowledged, the undersigned participant and his/her parents, if he/she is under the age of 18 years, hereby releases the Board of County Commissioners of St. Lucie County, Florida, its agents, officers, servants and employees, of and from any and all liability, claims, demands, actions, and courses of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant, or any property of participant's and his/her parents, while in, on, upon or near these premises.

Both participant and participant's parents are duly aware of the risks and hazards inherent upon entering said premises and/or in participating in skateboarding and in-line skating activities at the subject premises, and hereby voluntarily elect to enter – or have their children enter – upon said premises and participate in skateboard and in-line skating activities thereon, knowing the present condition of the facilities and knowing that said condition may become hazardous, or dangerous – or more dangerous during the time that the participant is on the premises or continues to, from time to time, use the facilities. The participant, and or his parents if participant is below age of 18 years, hereby voluntarily assumes all risks of loss, damage, or injury, including death, that may be sustained by the participant or participant's parents or any property of either, while in, on, near or upon the premises and/or skateboard facilities.

This waiver and release shall be binding upon the participant, his/her parents, their distributes, heirs, and personal representatives.

In signing the foregoing Assumption of Risk, Release and Waiver each of the undersigned hereby acknowledges and represents:

1. That the age and date of birth affixed next to the participant's signature is his/her correct age and date of birth, and that both participant and his parents (if signed below by parents) are of sound mind.

2. That he/she or they have read the foregoing Assumption of Risk, Release and Waiver, and signs below voluntarily.

3. That he/she, or they know that by signing this Release, Assumption and Waiver, she/he, or they are giving up all rights to recover for any injury, illness, disability, or damage, including death, resulting from participants use of the premises and facilities which he/she or/and they have, have had, or may in the future have. **THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS IS A RELEASE, and that the undersigned are hereby GIVING UP EVERY RIGHT THEY, SHE, OR HE, HAS TO RECOVER FOR ANY INJURY, ILLNESS, DAMAGE OR DEATH occurring as a result of the use of the facilities.**

4. That the participant and parents, (if their signatures are affixed below), in consideration of the Board of County Commissioners of St. Lucie County, Florida granting the permission hereinbefore described do hereby expressly stipulate and agree to protect, defend, reimburse, indemnify and hold forever harmless the County, its officers, employees, volunteers and successors and assigns, against loss from any and all claims, demands, or actions in law or equity, including attorney fees, that may hereafter at any time be made or brought by the participant (be he/she a minor or not) or brought by anyone on behalf of said participant for the purpose of enforcing a claim for damages on account of any injuries received or sustained in consequence of the participant's actions on the premises or facilities.

WITNESS the hands and seal, of the participant (and his parents if the participant is a minor) as of the day and year first above written:

Skater Signature \_\_\_\_\_

STATE OF Florida, COUNTY OF St. Lucie, TO WIT:

Parent Signature \_\_\_\_\_  
(Primary Custodial Parent(s))

HEREBY CERTIFY, that on the \_\_\_\_ day of \_\_\_\_\_,  
2\_\_\_\_ before me, the subscriber, a Notary Public in and  
for the State and County aforesaid, personally appeared

Address \_\_\_\_\_ Phone \_\_\_\_\_

Proof of Age Exhibited \_\_\_\_\_

and did acknowledge the foregoing *Assumption, Release  
and Waiver* to be his/her/their respective act .

Executed in the presence of Parks & Recreation Representative:

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Clause (to be notarized if not executed in the presence of  
Parks & Recreation Department Personnel)

\_\_\_\_\_  
Notary Public